

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re	:	
	:	Chapter 11
SEARS HOLDINGS CORPORATION, <i>et al.</i> ,	:	
	:	Case No. 18-23538 (RDD)
Debtors ¹ .	:	
	:	(Jointly Administered)
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**ORDER COMPELLING THE DEBTORS TO IMMEDIATELY ASSUME
OR REJECT THEIR CONTRACTS WITH KELLERMEYER BERGENSONS
SERVICES LLC AND INNOVATIVE FACILITY SERVICES, AND PAY
POST-PETITION AMOUNTS DUE UNDER THE CONTRACTS, AND
(II) GRANTING RELATED RELIEF**

Upon consideration of the motion (this Motion) for entry of an order, pursuant to §§105(a), 365(d)(2) and 503(b)(1)(A) of the Bankruptcy Code compelling the Debtors to immediately assume or reject their contracts with Kellermeyer Bergensons Services, LLC and Innovative Facility Services (together, "KBS"); and good and adequate notice having been provided of the Motion; and upon consideration of the Motion, the full record of these cases and the hearing on this Motion; and after due deliberation thereof; it is **HEREBY ORDERED THAT:**

1. The Motion is granted.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are as follows: Sears Holdings Corporation (0798); Kmart Holding Corporation (3116); Kmart Operations LLC (6546); Sears Operations LLC (4331); Sears, Roebuck and Co. (0680); ServiceLive Inc. (6774); SHC Licensed Business LLC (3718); A&E Factory Service, LLC (6695); A&E Home Delivery, LLC (0205); A&E Lawn & Garden, LLC (5028); A&E Signature Service, LLC (0204); FBA Holdings Inc. (6537); Innovel Solutions, Inc. (7180); Kmart Corporation (9500); Max Serv, Inc. (7626); Private Brands, Ltd. (4022); Sears Development Co. (6028); Sears Holdings Management Corporation (2148); Sears Home & Business Franchises, Inc. (6742); Sears Home Improvement Products, Inc. (8591); Sears Insurance Services, L.L.C. (7182); Sears Procurement Services, Inc. (2859); Sears Protection Company (1250); Sears Protection Company (PR) Inc. (4861); Sears Roebuck Acceptance Corp. (0535); Sears, Roebuck de Puerto Rico, Inc. (3626); SYW Relay LLC (19870); Wally Labs LLC (None); SHC Promotions LLC (9626); Big Beaver of Florida Development, LLC (None); California Builder Appliances, Inc. (6327); Florida Builder Appliances, Inc. (9133); KBL Holding Inc. (1295); KLC ,Inc. (0839); Kmart of Michigan, Inc. (1696); Kmart of Washington LLC (8898); Kmart Stores of Illinois LLC (8897); Kmart Stores of Texas LLC (8915); MyGofer LLC (5531); Sears Brands Business Unit Corporation (4658); Sears Holdings Publishing Company, LLC. (5554); Sears Protection Company (Florida), L.L.C. (4239); SHC Desert Springs, LLC (None); SOE, Inc. (9616); StarWest, LLC (5379); STI Merchandising, Inc. (0188); Troy Coolidge No. 13, LLC (None); BlueLight.com, Inc. (7034); Sears Brands, L.L.C. (4664); Sears Buying Services, Inc. (6533); Kmart.com LLC (9022); Sears Brands Management Corporation (5365); and SRe Holding Corporation (4816). The location of the Debtors' corporate headquarters is 3333 Beverly Road, Hoffman Estates, Illinois 60179.

2. Capitalized terms used but not defined herein have the meanings ascribed to them in the Motion.

3. The Debtors shall file a notice of assumption and assignment or rejection of the Agreements within three (3) calendar days hereof.

4. In the event the Debtors assume and assign the Agreements, the Debtors, the Buyer and KBS are directed to consult regarding an agreement to promptly pay the cure amount and cure any other defaults under the Agreements.

5. In the event the Debtors reject any of the Agreements, for the avoidance of doubt, KBS shall have no further obligations under such Agreements from and including the date of the notice of rejection.

6. The Debtors shall promptly pay the amount of the January Invoices to KBS.

Dated: _____, 2019

THE HONORABLE ROBERT D. DRAIN
UNITED STATES BANKRUPTCY JUDGE